

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Settlement Agreement"), is a full and complete settlement of the lawsuit entitled Cameron Stoltz v. Dakota County Technical College and Minnesota State Colleges and Universities, Case No. 62-CV-16-3718, filed in Ramsey County District Court ("the Lawsuit"). This Settlement Agreement is entered into between the following parties: (1) Cameron Stoltz ("Plaintiff") and; (2) Dakota County Technical College ("DCTC") and Minnesota State Colleges and Universities (jointly, "Defendants"). The Plaintiff and Defendants shall be referred to collectively as "the Parties."

The term "Released Parties" in this Settlement Agreement means the Defendants, the State of Minnesota, and all of their respective agencies and entities, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities.

1. The Parties wish to settle all of their differences without further costs to any of them.
2. The Parties have agreed to a complete settlement of all of the disputes existing between them.
3. In exchange for this Settlement Agreement and in full and final settlement, compromise and release of all of Plaintiff's claims, Defendants agree to pay and Plaintiff agrees to accept the total sum of One Hundred Thousand Dollars and No Cents (\$100,000.00) which represents payment in lieu of non-wage damages and attorneys' fees and costs. Plaintiff hereby accepts this payment in full settlement of all of his claims as set forth herein. Defendants understand and agree that they are under no separate obligation to make such payment to Plaintiff and that the payment is offered to Plaintiff solely and exclusively in settlement of any

claim Plaintiff might have against Defendants and/or the State of Minnesota. This payment shall take the form of two checks to be mailed to Daniel R. Olson, at Bassford Remele, Fifth Street Towers, 100 South 5th Street, Suite 1500, Minneapolis, MN 55402-1254, as follows:

1) In the amount of Forty Nine Thousand Six Hundred and Sixty Two Dollars and Forty Six Cents (\$49,662.46), in lieu of non-wage damages, made payable to Cameron Stoltz. A 1099 tax form will be issued with regard to this payment.

2) In the amount of Fifty Thousand Three Hundred Thirty Seven Dollars and Fifty Four Cents (\$50,337.54), for attorneys' fees and costs, made payable to Bassford Remele. A 1099 tax form will be issued to Bassford Remele with regard to this payment.

The above payments will be mailed no later than thirty (30) calendar days after the execution of this Settlement Agreement and a W9 form is received from Plaintiff and his counsel. Plaintiff represents and agrees that no representations as to taxability, tax treatment, or tax consequences have been made to them by Released Parties. Plaintiff agrees that he will be responsible for and indemnify the Released Parties for payment of any and all state and federal tax liabilities and/or penalties, if any, regarding the payment described above.

4. Plaintiff agrees that he will not apply for or seek any employment with Dakota County Technical College as an employee, an independent contractor, or in any other capacity. Plaintiff further agrees that Dakota County Technical College may immediately reject any employment application Plaintiff does submit without any adverse legal consequences of any kind.

5. The Parties agree that within thirty (30) calendar days after the execution of this Settlement Agreement, their respective counsel shall meet in-person at the Minnesota Attorney General's Office to review Plaintiff's credit assignments, assigned to Plaintiff by Dakota County

Technical College, from 2002 through 2016 (the "Meeting"). The Meeting will last no more than two (2) hours. During the Meeting, the Parties will review Plaintiff's credit assignments to determine if any credits are incorrectly documented in Plaintiff's personnel file. If such an error is discovered, a correction will be made in DCTC's sole discretion. Following the Meeting, Plaintiff will have no further legal, equitable, or administrative recourse, remedy, or process related to the contents of his personnel file maintained by DCTC, nor will Plaintiff have any further recourse, remedy, or process related to the Meeting itself. The parties agree that no matter what the result of the Meeting, Plaintiff will not be entitled to any further monetary payment whatsoever from Released Parties, outside of that contemplated in Paragraph 3 above.

6. Defendants agree that if Defendants' human resources department receives a request for information related to Plaintiff, it will only provide the information that it is required to provide by the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, *et seq.*

7. It is expressly understood and agreed as a condition hereof that this Settlement Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of Released Parties.

8. The Parties understand that the release of information by Defendants about this matter is governed by Minn. Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act") and Minn. Stat. § 15.17, *et seq.* ("Official Records Act"). The Parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation for the Parties; and (2) to avoid any and all further risks of litigation for the Parties. The Parties agree that the statement of specific reasons in this paragraph for settling this dispute complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

9. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Plaintiff, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties, in their official and individual capacities, from each and every legal claim or demand of any kind that Plaintiff ever had or might now have, whether or not any such claim is known to him. This release specifically includes, without limitation, all claims arising out of or relating to Plaintiff's employment with Dakota County Technical College, and all claims Plaintiff raised or could have raised in the Lawsuit.

Plaintiff fully understands that this is a full, final and complete release of all claims against Defendants, including, but not limited to, all claims under the Minnesota Whistleblower Act, the Minnesota Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, the Americans with Disabilities Act, the Federal Rehabilitation Act, the Minnesota Government Data Practices Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination or retaliation in the workplace. Plaintiff also understands that he is releasing all claims, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Plaintiff or any of his attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Plaintiff was wrongfully discharged or defamed, or that his civil or constitutional rights have been violated, or that he has been treated

unfairly during his employment with Defendants, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all contract claims, all claims for lost wages or the failure to promptly pay wages, all claims related to Plaintiff's personnel file, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Plaintiff may have which arise after he signs this Settlement Agreement, or which arise out of acts occurring after he signs this Settlement Agreement.

10. Plaintiff acknowledges and agrees that he has been advised by Defendants that he has the right to consult with an attorney prior to entering into this Settlement Agreement.

11. Plaintiff agrees that he has read this Settlement Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

12. Plaintiff understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning Plaintiff's claims referred to herein against Defendants and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Plaintiff against Defendants, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning Plaintiff's employment with Defendants.

Plaintiff further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and he further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

13. A Joint Stipulation for Dismissal of the Lawsuit filed in Ramsey County District Court is attached to this Settlement Agreement as Exhibit A. The Parties agree that Exhibit A will be jointly executed and filed within five (5) business days after the execution of this Settlement Agreement.


14. The Parties agree that this Settlement Agreement constitutes the entire agreement between them and no modification of this Settlement Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the Parties hereto.

15. This Settlement Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Settlement Agreement shall be adjudicated in the state courts of Minnesota.

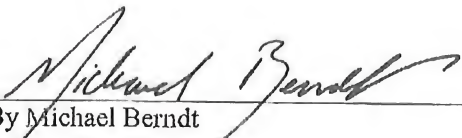
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

17. Plaintiff agrees that he has read this Settlement Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

Dated: 4/15/19


CAMERON STOLTE

Dated: 4/16/19


By Michael Berndt
Interim President
Dakota County Technical College

Dated: 4/15/2019

BASSFORD REMELE

A handwritten signature in dark ink, appearing to read "Daniel R. Olson", written over a horizontal line.

Daniel R. Olson

Attorney for Plaintiff Cameron Stoltz

Fifth Street Towers

100 South 5th Street, Suite 1500

Minneapolis, MN 55402-1254

Telephone: (612) 376-1656

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Cameron Stoltz,

Case Type: Employment

Plaintiff,

Court File No. 62-CV-16-3718

vs.

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

Dakota County Technical College and
Minnesota State Colleges and Universities,

Defendants.

WHEREAS, the above-entitled action has been fully compromised and settled,

NOW THEREFORE, it is hereby stipulated and agreed, by and between Plaintiff Brian G. Plaintiff and Defendant Defendants Community College, that the above-entitled matter, together with all causes of action and claims that were or that might have been alleged therein, is dismissed on the merits and with prejudice, and without any fees or costs to any party.

Dated: April 16, 2019

BASSFORD REMELE

/s/ Daniel R. Olson

DANIEL R. OLSON

Fifth Street Towers

100 South 5th Street, Suite 1500

Minneapolis, MN 55402-1254

Telephone: (612) 376-1656

ATTORNEY FOR PLAINTIFF

Dated: April 16, 2019

OFFICE OF THE ATTORNEY GENERAL
State of Minnesota

/s/ Kathryn Iverson Landrum

KATHRYN IVERSON LANDRUM

Assistant Attorney General

Atty. Reg. No. 0389424

445 Minnesota Street, Suite 1100

St. Paul, Minnesota 55101-2128

(651) 757-1189 (Voice)

(651) 296-1410 (TTY)

kathryn.landrum@ag.state.mn.us

ATTORNEY FOR DEFENDANTS

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Cameron Stoltz,

Case Type: Employment

Plaintiff,

Court File No. 62-CV-16-3718

vs.

**ORDER OF DISMISSAL WITH
PREJUDICE**

Dakota County Technical College and
Minnesota State Colleges and Universities,

Defendants.

Based upon the Stipulation Of Dismissal With Prejudice submitted by the parties to this matter,

IT IS HEREBY ORDERED that the above-entitled action is dismissed with prejudice and without any fees or costs to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY

Dated: _____

BY THE COURT:

The Honorable Robyn A. Millenacker
Judge of Ramsey County District Court

